



FACILITIES USE AGREEMENT NAVAJO COUNTY

General Safe Practices

While using the county facility, the occupant shall adopt and follow safe practices in its operations.

Availability

Facilities are not available on weekends or legal holidays unless special arrangements are made. Facilities may be used during normal business hours of Monday thru Friday 8:00 a.m. to 5:00 p.m. Prior arrangements can be made with county staff for use other than normal business hours.

Facility Use Guidelines

1. When using the space, occupant agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the county pertaining to the use and occupancy of the space.
2. Occupant agrees to take good care of the space and to maintain the space in as good order and condition as it was prior to occupants use.
3. Guidelines for after hour meetings are as follows: Occupant **MUST** lock all doors and return the key in the afterhours drop box.
4. Conference rooms are set-up in classroom style unless otherwise noted. Any changes from standard classroom set-up need to be discussed with county staff prior to the meeting date. **DO NOT** move tables around without county approval. **DO NOT** drag tables.
5. Occupant is responsible for the cleanliness of the meeting facility upon conclusion of event. No used materials or trash to be left in meeting rooms. All used paper, plastic ware, bottles and cans must be placed in trash receptacles. Leftover food must be placed in trash receptacles or taken away. Navajo County will provide trash bags and receptacles.

Liability

Occupant agrees to conduct its activities in the facility in a careful and safe manner. As a material part of the consideration to County, occupant agrees to assume all risk of damage to and loss or theft of occupants' property while at County, damage to the facility, and injury or death to persons related to occupant's use or occupancy of the facility in, upon, or about the facility from any cause, and occupant waives all claims against County. Occupant further agrees to indemnify and hold harmless Navajo County and its officers, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) Occupant's use or occupancy of the facility, or any activity or thing done, performed or suffered by occupant, its agents, its employees, occupant, invitees or persons attending or participating in occupant's activities in or about the facility; or (ii) any loss, injury, death or damage to persons or the facility on or about the facility by reason of any act, omission or negligence of occupant, or any of its agents, its contractors, its employees, occupants, or invitees; or (iii) any breach or default in the performance of any obligation on occupant's part to be performed under the terms of this Agreement. Occupant's indemnity obligations will not extend to any liability to the extent caused by the negligence of County or its agents or employees.

If occupant fails to comply with any of the terms listed in this agreement, the county may immediately terminate this Agreement and all rights of occupant. I have read the enclosed information and agree to abide by the terms of this agreement set forth by Navajo County.

Occupant's Signature _____ **Date** _____

Occupant's Name (Print) _____ **Phone Number** _____